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it affects alike all persons similarly situated, is not within the amendment.'

"The authorities we have cited and commented on seem to us to be conclusive of the questions under consideration, and, while we do not hold that motor vehicles may be wholly excluded from the use of any road used by other vehicles, we are not inclined to disagree with the conclusions they otherwise express. Manifestly, there can be nothing unreasonable or oppressive in an ordinance which confines the use of a single dangerous street by such vehicles to travel one way."

Wills—Letter Directing Attorney to Destroy Will Not a Revocation.—An aged woman died in 1918 leaving no descendents of the full blood, but was survived by numerous second and third cousins of the half blood. In 1916 she made a will giving her friend and executor $1,000, and the residue to a young man who had boarded with her for a number of years. She had previously executed a will giving each of these persons $1,000, and, after making a few small legacies, leaving the residue to the executor. The executor was a lawyer, and drew both of the wills. A few days before her death one of the second cousins called on the old lady, and was told by the housemaid that a will had been made in favor of the young boarder. She returned the next day and stayed with the old lady until she died. At her request the cousin wrote a letter to the executor asking him to destroy the will, which was signed by the testatrix and witnessed by the housemaid and the writer of the letter, both of whom wrote their names on the back of the letter at the request of the testatrix. The letter was delivered to the executor, while he was a patient in a hospital, and he said the will was in his office safe. He was not discharged from the hospital and nothing was done regarding the will before the old lady died, the next morning.

The will was offered for probate, and certain issues submitted to a jury on the demand of some of the heirs at law. The objections were dismissed and the will admitted to probate. The decree was affirmed by the Appellate Division of the New York Supreme Court, and its decree was affirmed by the Court of Appeals in Re McGill's Will, 128 Northeastern Reporter, 194. The court said in part:

"To revoke a will it is necessary not only that there should be an intent to revoke the will, the intent must be consummated by some of the acts specified in the statute, or by the execution of an instrument 'declaring such revocation.' The difficulty with the appellant's position is that the paper writing does not itself declare the revocation. It does not declare an intention o revoke the will except through its destruction, either wholly or so far as Hart is concerned, by O'Kennedy.

"A revocation to be effective must be made pursuant to the statute. Lovell *v.* Quitman, 88 N. Y. 377, 42 Am. Rep. 254; Burnham *v.* Comfort, 108 N. Y. 535, 15 N. E. 710, 2 Am. St. Rep. 462; Delafield *v.* Parish, 25 N. Y. 9; Matter of Evans, 113 App. Div. 373, 98 N. Y. Supp. 1042. It is not within the legitimate power of the courts to dispense with the requirements of statute in the execution or revocation of wills and accept even a definite intention to perform the prescribed act in connection therewith for the act itself. Hoitt *v.* Hoitt, 63 N. H. 475, 3 Atl. 604, 56 Am. Rep. 530. It is held in Tynan *v.* Paschal, 27 Tex. 286, 84 Am. Dec. 619, that a letter of a decedent to his attorney in fact directing him to destroy his will does not operate ipso facto as an immediate revocation of it. The English decisions relating to the subject under consideration are based upon an amended statute that differs somewhat from a prior English statute and from our statute, and such decisions are not convincing upon a consideration of our statute and the facts before us.

"It is urged that Miss McGill intended that her will should be destroyed. That may be admitted. Such intention to destroy the will is not a revocation. Her words do not indicate an intention to reveke the will at once or apart from its revocation through a destruction of the will by O'Kennedy. It is further urged that a construction of the paper by which it is held that it does not in itself constitute a revocation is technical and illiberal. The statute relating to the revocation of a will is specific and unqualified. So is the statute regarding the execution of a will. Both are intended for literal compliance. The reason that exists for requiring that a will, to be effective, must be executed with certain formalities, exists to an equal extent for requiring that an instrument revoking a will, to be effective, must be executed with like formalities. Formalities in the making and in the revocation of a will are necessary to prevent mistake, misapprehension, and fraud. The interests of the people are best subserved by sustaining the statute quoted as it is written."

Workmen's Compensation Act—Compensation for Injury by Disease Contracted in Caring for Other Employees.—A safety engineer employed by a mining company contracted influenza which resulted in an affection of the heart and made it mpossible for him to do any but light work. He was awarded compensation by the Industrial Accident Commission, and the Supreme Court of California affirmed the award in Engels Copper Mining Co. *v.* Industrial Acc. Commission, 192 Pac. 845. During the influenza epidemic a considerable number of employees of the mining company were attacked, and it attempted to care for the cases in its hospital, and in temporary quarters used for that purpose, among which was the safety engineer's office. Because of the insufficient number of medical attendants and